



## AGENDA FOR THE CITY OF BARABOO PUBLIC SAFETY COMMITTEE

Members noticed must notify Committee Chairman Wedekind at least 24 hours before the meeting if they will not be able to attend.

**Date and Time:** Monday, February 24, 2020 – **1:00 P.M.**

**Location:** City Services Center – 450 Roundhouse Court, Baraboo, WI

**Members Noticed:** Phil Wedekind, Tom Kolb, Michael Plautz

**Others Noticed:** Administrator K. Downing, Mayor M. Palm, Police Chief M. Schauf, Fire Chief K. Stieve, Attorney E. Truman, City Engineer T. Pinion, Utility Superintendent W. Peterson, Street Superintendent T. Gilman, Darren Hornby, and Library.

### 1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll call.
- c. Approve agenda.
- d. Approve minutes of January 27, 2020 Public Safety Committee meeting.

### 2. Action Items

- a. Review Bid Tabulations for 2020 PW Projects and recommend award of contracts.
- b. Review Proposals for Concrete Grinding and recommend award of contract.
- c. Review Proposals for Concrete Leveling and recommend award of contract.
- d. Review and approve design and placement of new Wayfinding Signs.
- e. Review and recommend adopting certain Sections of Chapters 940, 941, 942, 943, 944, 946, and 961 of the Wisconsin State Statutes by reference in Chapter 9 - Orderly Conduct of the City's General Code of Ordinances.
- f. Review and recommend approval of a Memorandum of Understanding for Mutual Aid and Fire Suppression Services between the Baraboo Fire Department and the Wisconsin Department of Natural Resources for compensation for fighting forest fires or prescribed burn assistance.
- g. Review and recommendation to proceed with acquisition and/or demolition of the former St. Mary's Ringling Memorial Hospital at 1208 Oak Street
- h. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for February 2020.

### 3. Information Items

#### **4. Reports**

- a. Utility Superintendent's Report
  - i. Staffing updates
  - ii. Project updates
- b. Street Superintendent's Report
  - i. Staffing updates
  - ii. Equipment Updates
  - iii. Monthly Report on Public Works Department activities
  - iv. Project updates
- c. Police Chief's Report
  - i. Staffing updates
  - ii. 2019 Annual Report
- d. Fire Chief's Report
  - i. Update on Implementation of Fire Department Operations Study Recommendations
  - ii. Monthly Incident Report
  - iii. Staffing Updates

#### **5. Adjournment**

Phil Wedekind, Chairperson

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Agenda Prepared by Kris Jackson  
Agenda Posted by Kris Jackson on February 19, 2020

**PLEASE TAKE NOTICE** that any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk (101 South Blvd or phone 355-2700) during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

**FOR INFORMATION ONLY, NOT TO BE PUBLISHED**

## Minutes of the Public Safety Committee Meeting – January 27, 2020

**Members Present:** Phil Wedekind, Tom Kolb, and Mike Plautz. **Others Present:** Kennie Downing, Mayor Palm, Mark Schauf, Kevin Stieve, Emily Truman, Tom Pinion, Wade Peterson, Tony Gilman, Misty Muter, Chris Sommerfield, and Kris Jackson.

**Call to Order** - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Plautz to approve the agenda as posted. Motion carried unanimously. It was moved by Plautz, seconded by Kolb to approve the minutes of the December 9, 2019 meeting. Motion carried unanimously.

### New Business

- a. Review and recommend approval of the proposed Water Meter Reading Agreement with the Village of West Baraboo – Peterson said that after a few conversations, West Baraboo came back to the table with more reasonable requests. He said that their Attorney and the City Attorney have both looked at the agreement, and added a few small things, and they are waiting on one little part from Census, we have the verbal on that. Peterson said that the City is ready; West Baraboo still has quite a bit that they have to do. Attorney Truman said that she has no concerns. It was moved by Kolb, seconded by Plautz pending approval from the PFC. Motion carried unanimously.
- b. Review and possible recommendation to amend Chapter 5, Fire Department, of the Baraboo Municipal Code and to update the Official Fee Schedule for the corresponding permits – Chief Stieve said that this was brought back to the Committee for fees for opening burning. Attorney Truman said that this was recommended to move forward at the last meeting; however, in between Alderperson Plautz requested that it be brought back to the Committee for additional discussion regarding taking out the provision in Chapter 5.4 for Opening Burning. She said that the small changes that were requested have been incorporated. During further discussion, it was found that the new version was not incorporation in to the packet with the changes that were made. Plautz said that when someone makes the initial fee for the inspection, would there be a set date for the burn. Chief Stieve said that a date range could be incorporated with the permit. Plautz then asked if homeowners burn their leaves more than one time, would they have to pay \$50.00 each time. Truman said that it is currently set up to require a fee for each burn. Plautz felt that the initial fee would include the inspection, but did not feel that a second burn would require an inspection. Stieve said that the inspection would include travel time to the location and making sure that they meet the entire requirement for the current ordinance. He said that if they cannot do the burn in the range of the dates given, the bottom line would be that they would have to get another permit. He said what he would like to do it get rid of open burning all together, with the exception of recreational fires, and special circumstances. He feels that there are services available, such as compost site, and the City leaf pickup that people would not need to burn. Kolb feels that the fee should be kept at \$50.00 per burn. The process of the permit application was then explained to the Committee. Plautz moved to recommend amending Chapter 5 of the Fire Department Municipal Code to update the Official Fee Schedule to reflect \$50 for bon fires and opening burning permits. Kolb seconded, motion carried unanimously.
- c. Review and possible recommendation to amend the Official Fee Schedule for certain Fire Department responses – Chief Stieve state that in the packet there was a sample of a fee for traffic crash response. He said that currently the Department is working from of State Statute and insurance companies are having an issue with that. He said that the department is called out on crashes often for injuries, and sometimes just general cleanup. He said that he is looking for the Committee's feeling regarding building a fee for crash responses, possibly a tiered response, giving the residents a bit more of a break than non-residents. He said that he has received an inquiry from one of the funeral homes for lift assists with a deceased person. He said a second fee that he is asking for the Committee's support on is a technical rescue fee, more so for the Towns. After a lengthy discussion, Kolb moved, seconded by Plautz to recommend postponing for a later meeting and direct staff to continue working on this. Motion carried unanimously.
- d. Consideration of the Baraboo Fire Department's Apparatus Replacement Schedule – Chief Stieve presented the Committee the background. He said that Finance Director is working on laying out all capital equipment. He said that if the Committee would like to review the information and wait for Haggard to get all City capital equipment finished, it may be an easier process to go through, and the Committee may want more data than is provided. It was the consensus of the Committee to bring it back when Haggard has the citywide capital equipment finished.
- e. Review and possible recommendation of new City-owned street lighting installed as part of the DOT's upcoming STH 33 (8<sup>th</sup> St/8<sup>th</sup> Ave) reconstruction project – Pinion presented the background to the Committee. The DOT has asked if the Village or City would be interested in installing new streetlights. He said the lights would be City-owned as opposed to Alliant owned and would be 100% funded by the local share. He said that if the Committee would like to pursue this, he

could put together budgetary figures for the next meeting. It was consensus of the Committee to have Pinion consult with the DOT for a cost estimate.

- f. Review and possible recommendation to approve a request for a Shared Lateral Agreement for temporary sewer and water lateral connection for a new professional office building at 908 8<sup>th</sup> Street for Misty Muter – Pinion presented the background for this request. He said that the suggestion of staff would be to postpone the installation of the new lateral until the installation of the reconstruction project, it would still be at the property owner's expense, but for the sake of promoting economic development with a new building on the corridor, trying to find an alternative. Mister has drafted an agreement with the neighbor, American Family Insurance who has agreed to allow them to connect to their lateral on a temporary basis. Kolb moved, Plautz seconded to allow a temporary connection to the neighbor's lateral with a positive recommendation to Council until the reconstruction of Highway 33 is done. Motion carried unanimously.
- g. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for December 2019 and January 2020 – It was moved by Kolb, seconded by Plautz to approve the adjustments/Credits for December, 2019 and January 2020 as presented. Motion carried unanimously.

### **Information Items**

- a. First draft of proposed updates to the Refuse and Recycling Ordinance to reflect current regulations – Street Superintendent Gilman presented the background to the Committee. Gilman stated in an effort to eliminate workers compensation claims and increase the efficiency, we have to start regulating and cleaning up the cart sizes and extra garbage and recycling outside of the carts. Gilman said that the 96-gallon carts would become the standard cart. Pinion said as far as an implementation date it was decided that it should be in the Spring-Summer Newsletter. Cart stickers were then discussed. Gilman said that the 35-gallon carts are too small and do not fit into the claws of the trucks correctly. It was the consensus of the Committee to eliminate the 35-gallon carts.

### **Reports**

- a. Utility Superintendent's Report – Peterson said the department will be starting up with the River crossing and the Oak Street Booster Station. He said that he has met with the Engineers with for the Highway 33 project. He said that U.S. Cellular is looking to do a significant upgrade to their equipment on the County A Water Tower. He said that water mains, laterals, and hydrants would be replaced as part of the Mound Street project.
- b. Street Superintendent's Report – Gilman said that Travis Steinke came on board December 30 as mechanic. He said we are accepting applications for a semi-skilled position to replaced employee that left. Gilman then gave the salt inventory report. He said that the department is helping Parks Department with tree removal. The Depot Street building has been removed.
- c. Police Chief's Report – Chief Schauf said that the department is actively recruiting for officers, as there have been three officers that have left or will be leaving. He has been working closely with the City Attorney regarding deferred prosecutions for kids receiving truancy citations. He said the department has an officer that participated in the Sauk County Drug Court, as a member of CJCC for Sauk County, and their National Conference is out in California, the CJCC is picking up all the cost, we just need permission to send him. The department is looking to bump up the bond for alternative side parking.
- d. Fire Chief's Report – Chief Stieve said total members is 34, one is on military leave. One significant thing the department has done has been helping the Al Ringling Theater because they lost their fire curtain; therefore, they have been on fire watch with the big performances. He said that the wages and any other costs associated with this is charged back to Al Ringling. He said training program with the Assistant Fire Chief has improved. He said two people were hired in January and two more are in different stages of the hiring process. He said that the Department is helping the County with some training on basic office safety and fire training. Stieve said the Department is PFAS free. A short discussion regarding a River Water Rescue program.

**AJOURNMENT** – It was moved by Kolb, seconded by Plautz to adjourn at 2:26 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

# MEMORANDUM

City of Baraboo

Date: February 19, 2020

To: Public Safety Committee

From: Tom Pinion

Re: Background for the February 24<sup>th</sup> meeting @ **1:00 pm** – **City Services Center**

## ACTION ITEMS:

**Item A.** We had Bid Opening February 19<sup>th</sup> for the annual Public Works projects and the Bid Tabulations are included in the packet. Staff is recommending approval to award contracts to the respective low bidders.

**Items B and C.** On February 19<sup>th</sup>, staff reviewed Proposals for Sidewalk Grinding and Sidewalk Leveling contracts that are solicited annually. These Proposal Tabulations are included in the packet. Staff is recommending approval to award contracts to the respective low “bidders”.

**Item D.** More than 25 years ago, the Chamber of Commerce organized a wayfinding signage initiative that consisted of 68 signs throughout the Baraboo Area. Last fall, Public Works’ staff took an inventory of the remaining wayfinding signs and reported that only 40 still exist, many of which have a destination that no longer exist or have since relocated. In conjunction with their recent re-branding effort, the Chamber of Commerce is proposing remove all of the existing wayfinding signage and provide 30 new wayfinding signs, 17 of which would be located within the City of Baraboo. Samples of the proposed new signs are included in the Agenda Packet. Since these signs are technically not official traffic signs, your approval is necessary for them to be placed in the public right-of-way.



**Item E.** Please refer to the Police Chief’s Memo in the Agenda Packet.

**Item F.** Please refer to the Fire Chief’s Memo in the Agenda Packet as well as the draft Resolution and corresponding Agreement.

**Item G.** As part of the 2020 Budget, money is included for the acquisition and demolition of the former St. Mary’s Ringling Memorial Hospital at 1208 Oak Street. The City has a long history with that property as it became an attractive nuisance following the building’s abandonment in 2010. Included in the Agenda Packet is an old “Concept Plan for the Cleanup of 1208 Oak Street as approved by the Common Council in 2015” that includes a tentative Cleanup Plan prepared by the DNR. That documentation included an estimate of \$73,000 in delinquent real estate taxes that had accumulated to that point in time. According to the County’s records, the current total amount of delinquent taxes, with interest and penalties, is \$110,203.14.

The City subsequently applied for and received a WAM grant to fund an updated Phase I Environmental Site Assessment that has since been completed. Also included in the Packet is a Draft Agreement between the City and the County for the City to take ownership of the property at no cost, which was slated for joint approval in 2017 but the development proposal that prompted that Agreement “died on the vine”. Nothing has been done since; the City continues to remove snow & ice from the sidewalks, mow the lawn, and secure the building as needed.

**Item H.** This is the standing agenda item to review and approve monthly utility billing adjustments. The adjustments for February 2020 are included in the packet.

**INFORMATION ITEMS:** None

See you Monday at **1:00 PM !**

CITY OF BARABOO  
2020 PUBLIC WORKS PROJECTS  
Bid Tabulation

February 19, 2020

|   |               |                 | DL GASSER<br>CONSTRUCTION |                | SCOTT CONSTRUCTION |                |
|---|---------------|-----------------|---------------------------|----------------|--------------------|----------------|
| PROPOSAL #1 Asphaltic Paving            | APPROX<br>QTY | UNIT OF<br>ITEM | UNIT<br>PRICE             | TOTAL<br>PRICE | UNIT<br>PRICE      | TOTAL<br>PRICE |
| 3.5 inch asphaltic surface - streets    | 2,000         | SQ YD           | \$14.41                   | \$28,820.00    | \$16.40            | \$32,800.00    |
| 2 inch asphaltic surface - alleys       | 2,500         | SQ YD           | \$10.76                   | \$26,900.00    | \$13.75            | \$34,375.00    |
| 3 inch asphaltic surface - parking lots | 2,500         | SQ YD           | \$13.88                   | \$34,700.00    | \$17.05            | \$42,625.00    |
| TOTAL BID:                              |               |                 |                           | \$90,420.00    |                    | \$109,800.00   |

|  |               |                 | DL GASSER<br>CONSTRUCTION |                |
|--|---------------|-----------------|---------------------------|----------------|
| PROPOSAL #2 Asphalt Pavement Materials       | APPROX<br>QTY | UNIT OF<br>ITEM | UNIT<br>PRICE             | TOTAL<br>PRICE |
| Single aggregate asphaltic pavement material | 800           | TONS            | \$51.50                   | \$41,200.00    |
| TOTAL BID:                                   |               |                 |                           | \$41,200.00    |

|                                       |              |                 | ABBS PAVING   |                | DL GASSER<br>CONSTRUCTION |                | SCOTT CONSTRUCTION |                |
|---------------------------------------|--------------|-----------------|---------------|----------------|---------------------------|----------------|--------------------|----------------|
| PROPOSAL #3 Asphalt Pavement Patching | APPOX<br>QTY | UNIT OF<br>ITEM | UNIT<br>PRICE | TOTAL<br>PRICE | UNIT<br>PRICE             | TOTAL<br>PRICE | UNIT<br>PRICE      | TOTAL<br>PRICE |
| Sawcut Asphalt Pavement               | 1,000        | L.F.            | \$2.00        | \$2,000.00     | \$2.00                    | \$2,000.00     | \$2.75             | \$2,750.00     |
| Prep base course                      | 9,000        | S.F.            |               | \$12,000.00    | \$1.50                    | \$13,500.00    | \$1.65             | \$14,850.00    |
| 3-inch Thick Asphalt Pavement         | 9,000        | S.F.            |               | \$26,100.00    | \$3.24                    | \$29,160.00    | \$5.95             | \$53,550.00    |
| TOTAL BID:                            |              |                 |               | \$40,100.00    |                           | \$44,660.00    |                    | \$71,150.00    |

|   |              |                 | CONCRETE SERVICE<br>COMPANY |                | RENNHACK<br>CONSTRUCTION |                |
|---|--------------|-----------------|-----------------------------|----------------|--------------------------|----------------|
| PROPOSAL #4 Miscellaneous<br>Curb & Gutter and Sidewalk Replacement | APPOX<br>QTY | UNIT OF<br>ITEM | UNIT<br>PRICE               | TOTAL<br>PRICE | UNIT<br>PRICE            | TOTAL<br>PRICE |
| 30-inch concrete curb & gutter                                      | 500          | L.F.            | \$35.00                     | \$17,500.00    | \$40.00                  | \$20,000.00    |
| Curb Removal  | 100          | L.F.            | \$5.00                      | \$500.00       | \$4.75                   | \$475.00       |
| Concrete sidewalk ro drive removal                                  | 4,500        | S.F.            | \$2.00                      | \$9,000.00     | \$4.00                   | \$18,000.00    |
| 4-inch concrete sidewalk  | 6,000        | S.F.            | \$7.80                      | \$46,800.00    | \$8.90                   | \$53,400.00    |
| 6-inch concrete sidewalk  | 2,000        | S.F.            | \$8.30                      | \$16,600.00    | \$9.50                   | \$19,000.00    |
| Mobilization  | 3            | EA.             | \$1,000.00                  | \$3,000.00     | \$1,840.00               | \$5,520.00     |
| TOTAL BID:  |              |                 |                             | \$93,400.00    |                          | \$116,395.00   |

|   |               |                 | KRAEMER COMPANY |                | DL GASSER<br>CONSTRUCTION |                |
|---|---------------|-----------------|-----------------|----------------|---------------------------|----------------|
| PROPOSAL #5 Crushed Aggregate Base Course | APPROX<br>QTY | UNIT OF<br>ITEM | UNIT<br>PRICE   | TOTAL<br>PRICE | UNIT<br>PRICE             | TOTAL<br>PRICE |
| 3" Breaker Run (Picked up at quarry)      | 500           | TON             | \$6.40          | \$3,200.00     | \$7.10                    | \$3,550.00     |
| ¾" Crushed Aggregate Base Course          | 500           | TON             | \$6.40          | \$3,200.00     | \$7.10                    | \$3,550.00     |
| TOTAL BID:                                |               |                 |                 | \$6,400.00     |                           | \$7,100.00     |

|  |               |                 | A-1 EXCAVATING INC |                | KRAEMER COMPANY |                | GERKE EXCAVATING |                | ALLEN STEELE CO INC |                |
|--|---------------|-----------------|--------------------|----------------|-----------------|----------------|------------------|----------------|---------------------|----------------|
| PROPOSAL #6 Asphalt and Concrete Pavement Crushing | APPROX<br>QTY | UNIT OF<br>ITEM | UNIT<br>PRICE      | TOTAL<br>PRICE | UNIT<br>PRICE   | TOTAL<br>PRICE | UNIT<br>PRICE    | TOTAL<br>PRICE | UNIT<br>PRICE       | TOTAL<br>PRICE |
| Asphalt and Concrete Pavement Crushing             | 8,000         | TON             | \$5.00             | \$40,000.00    | \$5.06          | \$40,480.00    | \$5.20           | \$41,600.00    | \$5.50              | \$44,000.00    |
| TOTAL BID:   |               |                 |                    | \$40,000.00    |                 | \$40,480.00    |                  | \$41,600.00    |                     | \$44,000.00    |

**2020 Concrete Grinding Proposals**  
February 19, 2020

| <b>Company</b>       | <b>Price Per<br/>Inch-Foot</b> |
|----------------------|--------------------------------|
| Expert Concrete Care | \$11.00                        |
| ASTI Sawing          | \$14.75                        |
| Grind Away           | \$15.00                        |

**2020 Concrete Leveling Proposals**  
February 19, 2020

| <b>Company</b>           | <b>Estimated<br/>Quantity (SF)</b> | <b>Price Per Inch-<br/>Foot</b> | <b>Equivalent<br/>Unit Price</b> |
|--------------------------|------------------------------------|---------------------------------|----------------------------------|
| Foundation Support Workx | 2,025                              | \$12,500.00                     | \$6.17                           |
| Badger Basements         | 1,750                              | \$6,000.00                      | \$3.43                           |



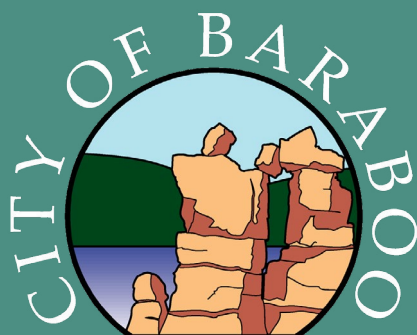


→ CIRCUS WORLD

→ DISTILLERY

↑ DOWNTOWN

← WEST BARABOO







→ HASKINS PARK

→ UNIVERSITY

↑ HOTELS

↑ SHOPPING





**BARABOO POLICE DEPARTMENT**  
**101 South Boulevard**  
**Baraboo, WI 53913**

Mark R. Schauf, Chief of Police

Telephone (608) 355-2720



[www.cityofbaraboo.com](http://www.cityofbaraboo.com)

TO: Public Safety Committee

FROM: Mark Schauf  
Chief of Police

REFERENCE: Adoption of Criminal Statutes to City of Baraboo Code for Municipal Enforcement

The City may incorporate State laws into the City code and prosecute these offenses as ordinance violations. Incorporating all of them would be broad and a overreaching, but to aid in investigation and enforcement, there are statutes that may be helpful to add to the City’s code. The City has already incorporated these Statutes into our code, and the “9” in front of the numbers indicates the City code adoption (we also have standalone ordinances for some offenses, including marijuana possession/obstructing an officer/etc.):

- 9.101.123 Smoking Prohibited in Public Places
- 9.134.65 Cigarette and Tobacco Products Retail License
- 9.943.01(1) Criminal Damage to Property (Where Damage is < than \$200)
- 9.943.20 Theft (Less Than \$100)
- 9.943.50 Shoplifting
- 9.947.01 Disorderly Conduct
- 9.947.13 Harassment
- 9.943.212 Defrauding a Hotel, Restaurant, Recreation Attraction, Taxi, or Gas Station
- 9.943.215 Absconding without Paying Rent
- 9.943.24 Issuance of Worthless Checks
- 9.961.573(1) Possession of Drug Paraphernalia
- 9.943.13(1m)(c) Enters or remains on property while concealed carry when notified not to enter or remain
- 9.947.0125 Unlawful Use of Computerized Communication Systems
- 9.948.45 Contributing to Truancy

With Council’s permission, the Police Department would like to adopt the following State statutes into City code:

- 940.19(1) Battery
- 941.01 Negligent operation of vehicle
- 941.10 Negligent handling of burning material
- 941.327 Tampering with household products
- 942.01 Defamation
- 942.08 Invasion of privacy
- 942.09 Representations depicting nudity
- 943.017 Graffiti
- 943.11 Entry into locked vehicle
- 943.13 Trespass to land
- 943.14 Criminal trespass to dwellings
- 943.61 Theft of library material
- 944.20 Lewd and lascivious behavior



**BARABOO POLICE DEPARTMENT**  
**101 South Boulevard**  
**Baraboo, WI 53913**

Mark R. Schauf, Chief of Police

Telephone (608) 355-2720



[www.cityofbaraboo.com](http://www.cityofbaraboo.com)

- 944.25 Sending obscene or sexually explicit electronic messages
- 946.31 Perjury
- 946.32 False swearing
- 961.41(3g) Possess/Attempt to possess controlled substance w/o prescription
- 961.43(1) Obtain/Attempt to obtain prescription by fraud or misrepresentation

This list of violations are relatively frequent cases the Police Department deals with and the addition of these to the City code could aid in the prosecution for some offenses. There could be outreaching benefits to some of the cases as we attempt to address drug issues and quality of life issues for the City residents, especially when dealing with juveniles not having criminal records if it can be avoided. It is important to note that adding these to the City code provides an additional tool and does not preclude the filing of criminal charges with Sauk County District Attorney.

Thank you for the consideration of this request and potential forward to the Common Council for approval.

Chief Mark Schauf

RESOLUTION NO.

Dated:

The City of Baraboo, Wisconsin

**Background:** A Memorandum of Understanding (MOU) is required with the Wisconsin DNR for increased reimbursement costs for responding to wild land fires in unincorporated areas and to apply for the Forest Fire Protection Grant (FFP).  
The new MOU is attached.  
The Baraboo Fire Department has had a MOU with the DNR for several years.

**Fiscal Note:** (☒ one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted  
**Comments:**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT the Mayor, Fire Chief and City Clerk are authorized to sign the Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services with the Wisconsin Department of Natural Resources.

**Offered by:** Public Safety  
**Motion:**  
**Second:**

**Approved:** \_\_\_\_\_  
**Attest:** \_\_\_\_\_

**Fire Department / DNR Memorandum  
of Understanding for Mutual Aid and  
Fire Suppression Services**

Form 4300-061 (R 12/19)

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**Notice:** Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; Chapter NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

| Fire Department Information     |             |                   |  |
|---------------------------------|-------------|-------------------|--|
| Fire Department Name<br>Baraboo |             |                   | Check one<br><input checked="" type="checkbox"/> In DNR Fire Protection Area<br><input type="checkbox"/> In Cooperative Area |
| Address<br>135 4th Street       |             |                   | Phone Number (include area code)<br>608-355-2710   |
| City<br>Baraboo                 | State<br>WI | ZIP Code<br>53913 | Tax ID #<br>39-6005391   |

| Agreement |  |  |  |
|-----------|--|--|--|
|-----------|--|--|--|

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s. 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

**1. DEFINITIONS**

- a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" include incidents involving:
  - i. Burning activity that does not spread from predetermined limits.
  - ii. Fires that cannot be located.
  - iii. False alarms.
  - iv. Structural fires.
  - v. Vehicular or equipment fires.
- h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR.
- i. "Reportable Fires" are all other fires not listed in section. 1. g.

**Fire Department / DNR Memorandum  
of Understanding for Mutual Aid and  
Fire Suppression Services**

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- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively.
- l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor driven device capable of off-road use. Vehicles cannot meet the federal motor vehicle safety standards.

**2. RESPECTIVE RESPONSIBILITIES**

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in s. 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

**3. REPORTING FIRES**

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively suppress the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppress the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

**4. COMMAND AT FIRES**

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

**5. OUTSIDE ASSISTANCE**

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

**6. EQUIPMENT AND PERSONNEL REQUIREMENTS**

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire-ground Blue."

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- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **BASICS OF WILDLAND FIRE SUPPRESSION FOR RURAL FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

**7. FIRE SUPPRESSION SERVICES AND COMPENSATION**

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation **only** applies to forest fires originating on DNR owned lands.
- d. On all State lands and lands under DNR management, Fire Department compensation for invited assistance for prescribed burning on DNR managed lands.

**8. COMPENSATION**

The Fire Department must choose one compensation option from each of the following response categories below. **Choose an option from each response category and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR:

a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services. (Choose one):

- ☐ **Option 1.** No payment for providing forest fire suppression on all initial attack forest fires.
- ☒ **Option 2.** Receive payment for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression services after the first hour (Choose one):

- ☐ **Option 1.** No payment for providing forest fire suppression on all extended attack forest fires.
- ☒ **Option 2.** Receive payment for providing forest fire suppression on all extended attack forest fires.

c. PRESCRIBED BURNING:

Compensation for assistance with DNR for prescribed burning activities.

- ☐ **Option 1.** No payment for providing prescribed burn assistance on prescribed burns on DNR managed lands.
- ☒ **Option 2.** Receive payment for providing prescribed burn assistance on prescribed burns on DNR managed lands.

**9. BILLING PROCEDURE**

- a. Fire Dept, township, or governing body agrees not to directly bill any landowner, responsible party or governmental body for forest fire suppression service costs paid ~~by~~ the DNR for services consistent with this Agreement.



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- b. If the Fire Department bills the DNR for fire suppression costs; (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- c. If the Fire Department submits a bill for services rendered in suppressing a forest fire it shall be paid by the DNR subject to the following limitations.
  - i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
    - Burning activity covered by a legal burning permit.
    - Burning activity not covered by a legal burning permit but has not escaped control.
    - Cannot be located.
    - False alarms.
    - Structural fires.
    - Vehicle fires.
    - Cooking or warming fires.
  - ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

#### **10. RECOMMENDED STAFFING**

- a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
  - 1 4x4 brush rig (ICS Type 5-7 Engine);
  - 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines);
  - 6 forest fire trained firefighters
- b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.
- c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

#### **11. STAFFING FOR STRUCTURAL PROTECTION**

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

#### **12. PAYMENT**

- a. SCHEDULE - Payment for engines and personnel used in forest fire suppression or prescribed burning shall be made according to the following schedule:
  - (i) Engines that pumped for active forest fire suppression or prescribed burning  
**\$100/hour.**
  - (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning  
**\$50/hour.**
  - (iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning  
**\$12.25/hour.**
- b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station, and continues until it returns to its station when suppression action was taken by the Fire Department.

#### **13. LIABILITY**

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims

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Board and approved in accordance with statutes.

**14. COORDINATION**

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses and telephone numbers of the DNR's Forestry personnel for the area described in the Agreement shall be developed.

**15. TERMINATION**

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement in whole or in part without penalty. The DNR reserves the right to cancel this Agreement in whole, or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described.

**16. NONDISCRIMINATION**

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**17. ASSIGNMENT**

This Agreement may not be assigned or subcontracted in part or in whole without written approval from the DNR and may only be changed or amended in writing.

**18. PARTIES**

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.


**19. AMENDMENT**

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 15.

**20. AUTHORIZATION**

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL  
RESOURCES For the Secretary

|  |                            |                           |
|--|----------------------------|---------------------------|
| Signature of DNR Area Forestry Leader  |                            | Date Signed               |
| Signature of Fire Chief<br> | Fire Department<br>Baraboo | Date Signed<br>01/23/2020 |
| Signature of Other Authorized Representative   |                            | Date Signed               |

Concept Plan for the Cleanup of 1208 Oak St, Baraboo as approved by City Council on Dec 22, 2015

### Background

This is the site of the former St. Mary's Ringling Memorial Hospital. The original structure was built in 1898 and was the home of Della Ringling. In 1922, the home was donated to the Sisters of St. Mary's who converted it to a 25-bed hospital that was opened in November of 1922. In 1945, a three-story addition was built and the shortly thereafter the original Ringling Home was demolished. The Hospital remained in operation until 1963 when St. Clare Hospital was opened. In 1964, the Sisters of St. Mary's converted the former hospital to a nursing home, St. Mary's Ringling Manor, which was licensed for 71 residents. After the nursing home was closed, it became a convent for the Franciscan Sisters of St. Mary's, until 1997 when the building closed for good. It remains empty today.

In 2004, the property was purchased by a private developer who proposed to covert the building to a senior housing project in 2007. Unfortunately, the developer was unable to follow through and he has since passed away. The property was part of an LLC that was later escheated to the State upon closure of the deceased's estate since there were no heirs, successors, or assigns. Property taxes have gone unpaid since 2008 so the County has accumulated approximately \$73,000 in delinquent taxes at this time. The State has done nothing to care for the property in the intervening years and it has been up to the City to secure the property from vandals. The City has invested approximately \$10,000 to secure the property, mow and trim brush over the last 8 years. The property has been without power and water for approximately 10 years. The dilapidated condition of the building has become an attractive nuisance and an eyesore in the neighborhood.

The City has repeatedly solicited developers in an effort to find one that would revive the prior project plan to convert the property to a senior housing facility but has been unsuccessful to date. Of the developers that reviewed this prospective project, most cite a need for the City to underwrite approximately \$1 - \$1.5 million of the project cost. The property is in TID #9, which was created in 2007; however, since the property value has declined, the TID is already "upside down", which only reduces any developer incentive that may be available. This property is in an older section of Baraboo that is well known for its large 2 story homes Victorian style homes.

### Proposal

1. The City would acquire title to the property on the condition that grants would be available to assist with environmental assessment, cleanup, and demolition of the existing structure. The State WDNR and WEDC have agreed in concept to this approach. (Title can be obtained through the County via a tax foreclosure or the City can petition the Circuit Court for title to the property.)
2. The City would work with WDNR to obtain a grant(s) for asbestos removal as noted in #1. According to the Phase 1 ESA completed in 2008, there are no other environmental issues suspected on the property. A site assessment grant from WDNR would be used to clarify any further issues.
3. WEDC would be asked to assist with a grant for demolition.

4. The City would take bids from private contractors to have the building razed.
5. Before building demolition, the City would remove any items that are deemed to have a salvage value or historic value.
6. The City would create approximately three single-family residential lots that would be sold to the public at the fair market price. The sale of the lots could include a requirement to build a single-family home that would fit into the character of the neighborhood.
7. The funding for the City's share of this project would come from a TID 6 donation to TID 9. The sale of the lots would be used to repay a portion of the costs to TID 6.
8. The WDNR has agreed in to lend their assistance to City in its quest to acquire title to the property. The process for handling escheated properties is confusing and not well established in procedure. The WDNR reportedly has knowledge of several other properties in this same sort of legal "bind" and they recognize the need to resolve this issue. In 2014 Mark Bromley, Assistant Attorney General, provided the following guidance relating to the acquisition of this the property to a prospective "developer": Your rights would be subject to all the outstanding real estate taxes unless you can work something out with the City and County. If you obtain ownership of the LLC, you can then apply to the Department of Revenue's Unclaimed Property Section for release of its custody of the LLC.
  - a. Baraboo Luxury Apartments, LLC (BLA) owns the land and building you want to own.
  - b. BLA owes real estate taxes of about \$55,000 (that was then, the current amount is \$73,000). Those taxes have a first-lien position on the real estate.
  - c. BLA was administratively dissolved August 7, 2013.
  - d. Custody, but not ownership, of the BLA LLC (not the land or building) transferred to the Wisconsin Department of Revenue by oral order of the Dane County Court on May 23, 2014
  - e. Administrative dissolution of an LLC does not end its legal existence. Wis. Stat. Section 183.0903. The LLC cannot continue doing business but may take all steps necessary to winding up its affairs. That includes the right to transfer any property it owns. Those steps may be taken by any authorized member or manager, or by the circuit court for Sauk County.
9. Cost Estimate for this project:
 

|   |                         |
|---|-------------------------|
| a. Survey and Sampling for Asbestos and Lead =                      | \$ 22,500               |
| b. Using A&A's (\$4.00/sf) estimate for lead and asbestos removal = | \$200,000               |
| c. Using Beaver Wrecking's estimate for razing the structure =      | \$175,000               |
| d. Tipping Fee's for garbage - approx.100 tons x \$75.00 =          | \$ 7,500                |
| e. Cost for crushing rubble - (+/-8,000)tons x \$5.00/ ton =        | \$ 40,000               |
| f. Topsoil/Seed/Fertilizer/Mulch (\$3.500/sy) =                     | \$ 15,000               |
| g. Contingency =  | <u>\$ 40,000</u>        |
| <b>Total Estimated Cost =</b>                                       | <b><u>\$500,000</u></b> |

10. Prospective Funding Sources for the project:

- a. Wisconsin Assessment Monies (WAM) to Update Phase I ESA: \$ 30,000 max; (100% Grant)
- b. Ready for Re-use Loan for Asbestos/Lead Abatement: \$ TBD (Load)
- c. Site Assessment Grant (SAG) for demolition: \$150,000 max; (50% Grant)
- d. TID #6: \$ TBD
- e. Sale of 3 Residential Lots: \$ 75,000

11. It would be critical to the project success for the County to forego the taxes owed (+/- \$73,000) because there is no possibility of the City recouping its investment in this property. This amount could count toward the required local match to the SAG.

**St. Mary's Ringling Hospital**  
Proposed Site Assessment and Cleanup Plan

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This plan was drafted by: **Barry Ashenfelter** Program & Policy Analyst – Remediation and Redevelopment/AWARE, Wisconsin Department of Natural Resources. Phone: (608) 267-3120. [barry.ashenfelter@wisconsin.gov](mailto:barry.ashenfelter@wisconsin.gov) on 7-21-14

1. **IGA:** DNR enters into IGA with City or County
  - a. Outlines assistance to be provided by DNR (and possibly WEDC)
  - b. Describes process and timeline by which the City/County will take title to the property in order to receive LGU exemption
  - c. Outlines responsibilities if contamination is found under the building or elsewhere on the property
  - d. Describes post cleanup actions: Proceeds from sale to repay R4R loan
2. **Phase I:** DNR completes updated Phase I with WAM, while City/County work to take title – including county agreement to expunge delinquent taxes.
3. **Acquisition:** City/County acquires the property within 180 days of completed Phase I to meet AAI requirements.
4. **Asbestos Abatement/Demo:** LGU owner receives up to \$150,000 in SAG for demolition in order to complete the assessment, as well as a Ready for Reuse loan for asbestos and lead abatement prior to demolition.
  - a. Match for SAG: WAM, Ready for Reuse, cancellation of back taxes, any funding the City/County pitches in for demo or commits to cleanup
  - b. The case for funding:
    - i. Demo is necessary to complete assessment under the building
    - ii. No identified owner, property in legal limbo (a truly abandoned property)
    - iii. Detriment to community- public health and safety hazard, drain on neighborhood property values, opportunity cost/loss of doing nothing.
    - iv. City is open to various development opportunities, one of which is multiple high-end single family homes to protect/increase neighborhood property values, as well as potential business opportunities
5. **Phase II:** DNR completes Phase II with WAM after demolition
6. **Cleanup:** Based on findings in Phase II, cleanup occurs according to the agreed upon terms in IGA. Ready for Reuse loan funding may be provided.
7. **Redevelopment:** City sells the property for residential development and repays the Ready for Reuse loan.

**SAMPLE AGREEMENT BETWEEN SAUK COUNTY AND CITY OF BARABOO REGARDING 1208 OAK STREET**

**THIS AGREEMENT BETWEEN SAUK COUNTY AND THE CITY OF BARABOO REGARDING 1208 OAK STREET ("Agreement")** is made by and between Sauk County, a political subdivision of the State of Wisconsin ("**County**"), and the City of Baraboo, a Wisconsin municipal corporation located in Sauk County ("**City**").

**RECITALS**

WHEREAS, a Building located in Sauk County at 1208 Oak Street, Baraboo, WI 53913 ("**Building**"), parcel identification numbers 206-2078-00000 and 206-2079-00000 ("**Property**"), commonly referred to as the St. Mary's-Ringling Hospital, has been unoccupied for approximately two decades; and

WHEREAS, upon information and belief, the Property is owned by a developer, Baraboo Luxury Apartments, LLC, whose managing member was Joseph Harrington and whose estate became insolvent upon his death in 2010; and

WHEREAS, the Property has been tax-delinquent since 2009, is a property subject to a tax certificate, and the county has not taken a tax deed for the property within two years after the expiration of the redemption period; and,

WHEREAS, the Building is believed to contain hazardous substances, as defined by Wis. Stat. §292.01(5), and therefore is subject to Wis. Stat. §75.17; and

WHEREAS, the custodian of the Property is the Wisconsin Unclaimed Property Fund, managed by the Wisconsin Department of Revenue; and

WHEREAS, the Building has been a blight and nuisance for the City for the past decade, resulting in the City investing approximately \$10,000 to secure and maintain the Property; and

WHEREAS, Wis. Stat. § 75.17(2) states that where a county has not taken a tax deed for property subject to a tax certificate, and that is contaminated by a hazardous substance, within two years after the expiration of the redemption period, the county shall take a tax deed for such property upon receiving written request to do so from the municipality in which the property is located. The county may retain ownership, but if the county does not wish to do so, then the county shall transfer ownership of the property to the municipality, for no consideration, within 180 days after receiving the written request from the municipality; and,

WHEREAS, the County has no desire to take ownership of the Property; and

WHEREAS, the City does desire to take ownership of the Property; and

WHEREAS, the County will transfer the Property to the City, for no consideration, provided the City follows the procedure set forth in Wis. Stat. §75.17; and,

WHEREAS, the County is authorized to enter into this agreement, pursuant to Wis. Stat. § 75.365.



IT IS NOW, THEREFORE, agreed between the County and the City as follows:

**TERMS**

1. Recitals. The recitals are fully incorporated into this Agreement.
2. Written Request from City. The City intends to prepare and submit a written request to the County to take the Property by Tax Deed pursuant to Wis. Stat. § 75.17.
3. Acquisition by County. The County agrees to take the Property by Tax Deed pursuant to Wis. Stat. § 75.17, following the receipt of the aforementioned written request, and confirms that it has no desire to maintain ownership of the property.
4. Notice. The County shall notify the City as soon as the County has taken Tax Deed to the Property. Notice shall mean a communication in writing sent by the County Administrative Coordinator or designee to the City of Baraboo by email or by regular first class mail, addressed to the following:  
  
Notice to City:           Kennie Downig, City Administrator  
                                  City of Baraboo  
                                  101 South Blvd  
                                  Baraboo, WI 53913  
                                  Email: kdowning@cityofbaraboo.com  
  
With a Copy to:           Emily Truman, City Attorney  
                                  City of Baraboo  
                                  135 4<sup>th</sup> Street  
                                  Baraboo, WI 53913  
                                  Email: etruman@cityofbaraboo.com
5. Transfer to City. The County agrees to transfer ownership, for no consideration, to the City of Baraboo as expeditiously as practical but in no case later than 180 days following receipt of the aforementioned written request, as authorized by Wis. Stat. § 75.17(2).
7. Mutual Representations. City and County mutually represent and agree that (1) the Property was and is subject to a tax certificate; (2) a Phase I Environmental Site Assessment conducted by The Sigma Group in May 2016 deemed the Property contaminated by a hazardous substance within the meaning of § 292.01(5), Wis. Stat.; and (3) County did not take tax deed for the Property within the redemption period described under §75.14(1), Wis. Stat., and specified in §74.57(2), Wis. Stat.
8. Amendments. The City and the County may amend this Agreement at any time by mutual written consent.

This Agreement has been entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**(Signature Page to Follow)**

**COUNTY OF SAUK**

Witness Signature: \_\_\_\_\_ By: \_\_\_\_\_  
Witness Print: \_\_\_\_\_ Print: \_\_\_\_\_  
Title: Sauk County Board of Supervisors, Chair

Witness Signature: \_\_\_\_\_ By: \_\_\_\_\_  
Witness Print: \_\_\_\_\_ Print: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF BARABOO**

Witness Signature: \_\_\_\_\_ By: \_\_\_\_\_  
Witness Print: \_\_\_\_\_ Mike Palm, Mayor

Witness Signature: \_\_\_\_\_ By: \_\_\_\_\_  
Witness Print: \_\_\_\_\_ Brenda Zeman, City Clerk

P:\Administration\Attorney\Horizon Development Group\City-County Agreement for Acquisition of 1208 Oak Street Draft 2.docx

Report Criteria:  
Selected types: Billing Adjustment

Billing Adjustment

02/03/2020

| Name                 | Customer Number | Type               | Description                      | Amount | Service  |
|----------------------|-----------------|--------------------|----------------------------------|--------|----------|
| BOYSA FOX POINT APTS | 86-011600-05    | Billing Adjustment | REMOVE MISAPPLIED PENALTY        | -1.48  | Multiple |
| D MITCHELL LLC       | 91-057300-00    | Billing Adjustment | READOUT 1/15, REMOVE PN          | -.62   | Multiple |
| MALY, LAWRENCE       | 95-187000-05    | Billing Adjustment | REPLACED FLOAT THAT WAS STICKING | -10.16 | Multiple |
| SPRECHER, PATRICK    | 61-074000-00    | Billing Adjustment | REMOVE PN-APPLIED TO WRONG ACCT  | -3.13  | Multiple |
| Total 02/03/2020:    |                 |                    |                                  | -15.39 |          |

02/05/2020

| Name              | Customer Number | Type               | Description           | Amount  | Service  |
|-------------------|-----------------|--------------------|-----------------------|---------|----------|
| MISSY CAMP LLC    | 59-021000-02    | Billing Adjustment | REPAIRED LEAKY TOILET | -105.92 | Multiple |
| Total 02/05/2020: |                 |                    |                       | -105.92 |          |

02/13/2020

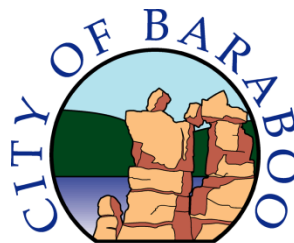
| Name                     | Customer Number | Type               | Description                      | Amount  | Service  |
|--------------------------|-----------------|--------------------|----------------------------------|---------|----------|
| TROIA, ABRAHAM & JESSICA | 73-109500-01    | Billing Adjustment | REPLACED H2O HEATER/FIXED TOILET | -338.95 | Multiple |
| Total 02/13/2020:        |                 |                    |                                  | -338.95 |          |

02/17/2020

| Name                      | Customer Number | Type               | Description        | Amount  | Service  |
|---------------------------|-----------------|--------------------|--------------------|---------|----------|
| HILL, BROOKE              | 64-001000-00    | Billing Adjustment | OVERBILLED FOR PFP | -7.30   | Multiple |
| Total 02/17/2020:         |                 |                    |                    | -7.30   |          |
| Total Billing Adjustment: |                 |                    |                    | -467.56 |          |
| Grand Totals:             |                 |                    |                    | -467.56 |          |

Report Criteria:  
Selected types: Billing Adjustment

Street Superintendent  
450 Roundhouse Court, Baraboo, WI 53913



Phone: (608) 355-7383  
Fax: (608) 355-2719  
E-Mail: [tgilman@cityofbaraboo.com](mailto:tgilman@cityofbaraboo.com)

## ***FEBRUARY 2020 STREET DEPARTMENT STATUS REPORT***

### **Staffing Updates**

- The Licensed Semi Skilled opening saw us receive 24 applications for the position. We have submitted a Conditional Offer of Employment to the preferred candidate with their expected start date to be March 2, 2020.

### **Equipment Updates**

- We have received quotes from several vendors for our budgeted route truck. Our quotes came back higher than originally expected due to an increase in product costs, and also because we chose to add options to make the truck more versatile and cost effective in the long term. Unlike a portion of our fleet, this truck is being upfitted with towing equipment so it can be a year round use vehicle. It is also being upfitted with disc brakes versus drum brakes, which eliminates the need to overhaul the brake system annually (\$1,995 upgrade vs \$1,000+ annually in brake maintenance).

### **Activity Report**

- Crews have been plowing, sanding/salting, and performing Downtown snow removal as needed.
- As we are beginning to see an increase in day time temperatures, crews have been busy clearing catch basin tops. This allows the melting snow (or rain) to access the stormsewer system so it doesn't pool on our streets, which slows the growth of potholes and reduces the opportunity for moisture to enter the streets sub surface.
- Crews have been completing other necessary tasks such as: alley tree/brush trimming, cleaning & reorganization at the City Services Center, and assisting other departments as needed.

### **Project Updates**

- We have an aggressive list of projects slated for the upcoming 2020 construction season with projects ranging from alley reconstructions, retaining wall reconstructions, stormsewer repairs, repairs to deteriorated flow lines in select intersections, "campus" improvements, as well as our annual street maintenance intentions.



**City of Baraboo**  
**Department of Public Works**  
**Activity Report**  
**February 2020**



| TASK  | DESCRIPTION   | DATE              |
|---|---|-------------------|
| Curbside Trash Service                      | We provide curbside trash pickup to the residents weekly.   | Daily             |
| Curbside Recycling Service                  | We provide curbside recycling pickup to the residents every other week.   | Bi-weekly         |
| Signs and Lights                            | We perform maintenance and repairs on signage, traffic lights, and street lighting as needed. We also provide signage and detours on work performed in house. | Daily             |
| Vehicle Repair and Maint.                   | We perform repairs and routine maintenance on our equipment and assist other departments as needed.   | Daily             |
| Salt Bin                                    | We expanded our current salt bin size to allow for storage of a larger quantity.  | 17,18             |
| Facility or Equipment Cleaning              | We clean our equipment and facility as time permits.  | 3,4,5,6,7,14      |
| Patching                                    | We patch streets, alleyways, and parking lots as needed and when weather permits.   | 6                 |
| Roll Back Plow Routes                       | We roll back routes that were affected by ODD/EVEN Parking regulations.   | 11,12,13          |
| Downtown Snow Removal                       | We haul downtown as needed after snowfalls.   | 11,12             |
| Plow  | We plow as needed to keeps streets safe for motorists.  | 9,10,11,17,18     |
| Brine                                       | We brine prior to storms, which helps prevent snow from sticking when we plow.  | 7                 |
| Haul Snow Piles, Dead Ends, Retaining Walls | We haul snow from Dead Ends, Parking Lots, and along retaining walls when needed.   | 12,13,14,17       |
| Sand/Salt                                   | We sand or salt when needed depending on road conditions.   | 9,10,11,17,18     |
| Assist CDA                                  | We assisted the CDA with the removal of a snow pile at Donahue Terrace.   | 13                |
| Training                                    | Select staff attended a training provided by Farrell Equipment for concrete repair and preservation.  | 28<br>(Scheduled) |
| Stormwater Utility                          | We clean off catch basin tops to encourage draining during melting or rain.   | 12,13,14          |
| Parks Department                            | We are assisting the Parks Department with the construction of a scorers booth at Pierce park.  | 5,6,7,17          |
| Forestry                                    | We assist the City Forester with tree removals and trimming.  | 4,5,6             |

# City of Baraboo Police Department



# 2019

Annual Report

*The purpose of the Baraboo Police Department is to provide unbiased police services that support our community and help it to grow through the reduction of crime and the fear it causes; while promoting a safe environment.*

***Emergency***

911

***Business Office***

Baraboo Police Department  
101 South Boulevard  
Baraboo, WI 53913  
(608) 355-2720

***Online***

[www.cityofbaraboo.com](http://www.cityofbaraboo.com)

***Chief's E-mail***

[mschauf@cityofbaraboo.com](mailto:mschauf@cityofbaraboo.com)



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## Chief's Message

Thank you for reading the 2019 Baraboo Police Department Annual Report.

It is important that as you review the data laid out on the next few pages, you remember that the numbers represent *people*. Each call for service involved citizens and visitors who needed police assistance in some way. It is with this focus that you will understand the direction we are pushing as an agency.

I am proud to report that in 2019, the Department successfully re-accredited with the Wisconsin Law Enforcement Accreditation Group (WILEAG). The evaluation consisted of an in person review by peers in the field, and again confirmed that the Department is among the best in the State! I am proud of the work and accomplishment of maintaining the WILEAG certification, but even more proud of what it means for our citizens and staff.

I recently saw a quote about looking back: "*It is okay to look back, just don't stare.*" This needs to be a mantra for us as we face the future and the challenges it will bring, both as an agency and as individuals. So I request that as you look back at the numbers represented in this report for 2019, and see the good and bad in our community represented, but that you don't get stuck staring in the rear view mirror. We must move forward and onto the next challenges.

On behalf of the men and women of the Department, thank you for the privilege to serve. To the men and women of the Department, thank you for all you did in 2019, and here is to looking to the next year and beyond!

A handwritten signature in black ink, appearing to read 'MSF'.

Mark R. Schauf  
Chief of Police

## ***Our Purpose***

***To provide professional unbiased police services that support our community and help it to grow through the reduction of crime and the fear it causes; while promoting a safe environment.***

***We recognize that to fulfill this purpose, we have an essential duty to:***

**Treat all people with dignity and respect;**

**Act honestly, ethically, and with integrity;**

**Be accountable for our actions;**

**Identify and help solve community problems that are related to our policing responsibilities;**

**Protect the constitutional rights to liberty, equality, and justice for all people;**

**Protect those who are in danger of physical harm and provide aid to those who cannot care for themselves;**

**Facilitate the safe movement of people and vehicles;**

**Act within the limits of state and federal law, and our policies;**

**Provide education and information to the public to help reduce the risk of victimization and foster an understanding of our police function;**

**Anticipate and be prepared for emergencies; and**

**Provide for the professional growth of our employees.**



## *Baraboo Police Department*



# *Oath of Honor*

Baraboo police officers are sworn into office using our oath. It includes the oath required by law, but also includes a promise to uphold our code of ethics and for each employee to hold every other employee accountable to the same standard.

### *Our Oath*

**Having been appointed as a Police Officer or other employee of the City of Baraboo Police Department, I swear that I will support the Constitution of the United States of America and the Constitution of the State of Wisconsin, and will faithfully and impartially discharge the duties of my office to the best of my ability.**

**I swear that I will abide by the Code of Ethics adopted by the City of Baraboo Police Department.**

**On my honor, I will never betray my badge, my integrity, my character, or the public trust. I will always have the courage to hold myself and others accountable for our actions. I will always uphold the constitution, my community, and the agency I serve.**

**So help me God.**

*Baraboo Police Department*

Taking this oath is our declaration that we intend to provide police services that adhere to the highest ethical standards. We are proud to join law enforcement agencies across the country as an “oath of honor agency.”

## ***City Officials***

### Mayor

Mike Palm

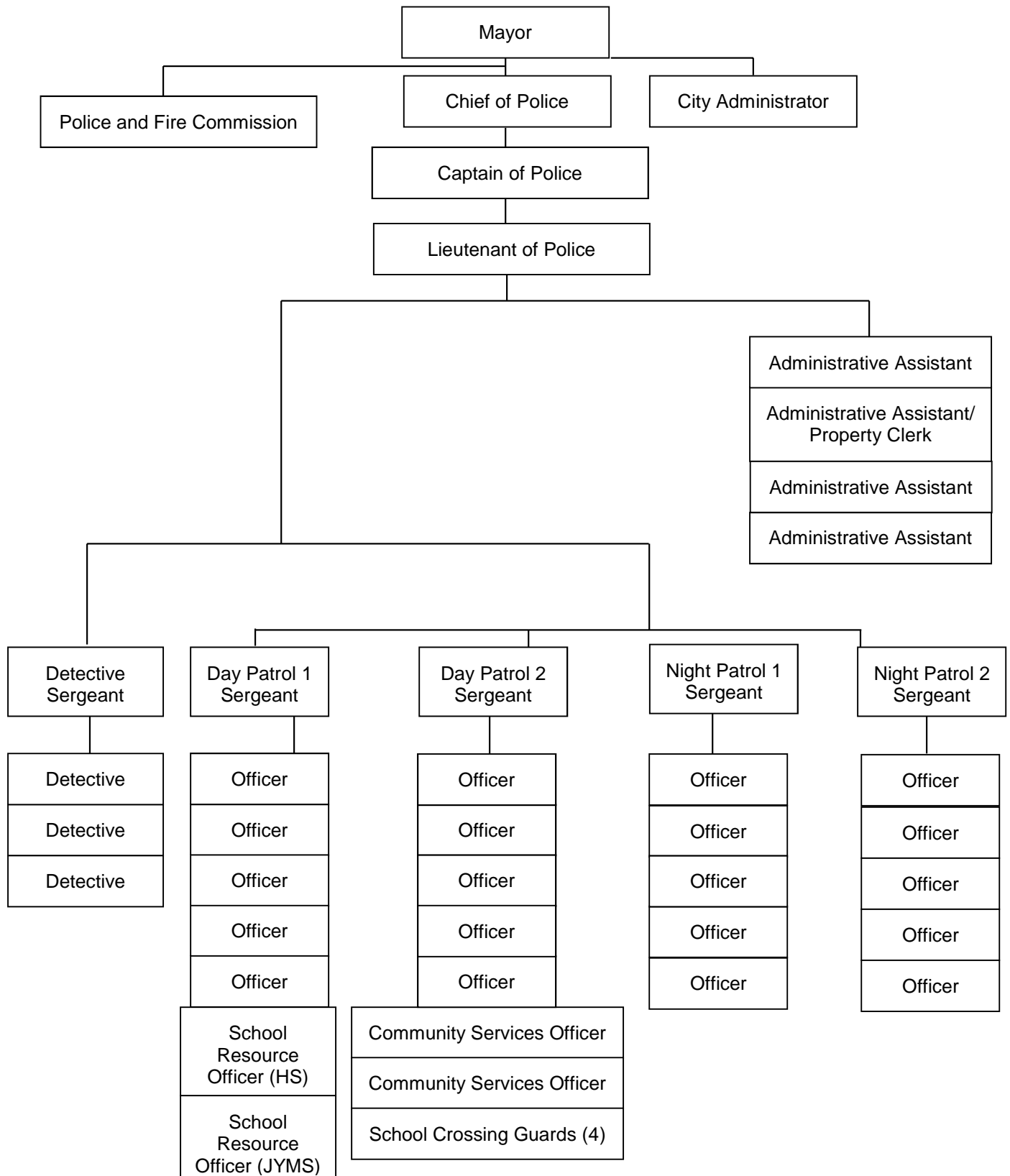
### Common Council

Phil Wedekind, First District  
Tom Kolb, Second District  
Michael Plautz, Third District  
Scott Sloan, Fourth District  
Joel Petty, Fifth District  
John Ellington, Sixth District  
John Alt, Seventh District  
Michael Zolper, Eighth District (left 2019)  
Heather Kierzek, Eight District (appointed 2019)  
Dennis Thurow, Ninth District

### Police and Fire Commission

Paul Kujak, President  
Dennis Kluge, Secretary  
J. Merle Alt, Commissioner  
Paul Kelly, Commissioner  
Robert Madalon, Commissioner  
Brian Getschman, Commissioner

# Organizational Structure



# Employees

## Current Employees

|                   |  |
|-------------------|--|
| Mark R. Schauf    | Chief of Police  |
| Rob Sinden        | Captain of Police  |
| Ryan La Broschian | Lieutenant of Police<br>Firearms Instructor<br>Field Training Coordinator<br>Employee Recognition Committee<br>Firearms Armorer  |
| Mark Lee          | Patrol Sergeant<br>Grant Coordinator   |
| Matthew Gilbert   | Patrol Sergeant<br>DAAT Instructor<br>Emergency Response Team Member<br>Mentorship Program Coordinator<br>Fitness Coordinator<br>Midwest Tactical Officers Association Board Member  |
| Ryan Werner       | Patrol Sergeant<br>DAAT Instructor<br>WILEAG Accreditation Manager<br>Sauk County Adult Treatment Court Representative<br>Baraboo Area Homeless Shelter Representative   |
| Mark Wichner      | Patrol Sergeant<br>ALICE Instructor<br>Firearms Instructor<br>Field Training Officer<br>Mentor<br>Glock Armorer<br>Remington 870 Armorer<br>AR15/M4 Armorer  |
| Jeff Shimon       | Detective Sergeant<br>Sauk County Triad Representative<br>Firearms Instructor<br>Field Training Officer<br>Homeland Security Threat Liaison Officer<br>Sexual Assault Response Team Member<br>Sauk County Drug Task Force<br>Evidence Technician<br>ALICE Instructor<br>Baraboo Police Department Union Vice President<br>Glock Armorer<br>Cellebrite Technician<br>Child Forensic Interviewer<br>Employee Recognition Committee<br>Leads Online Coordinator |



|                 |  |
|-----------------|--|
| George Bonham   | <p>Detective</p> <ul style="list-style-type: none"> <li>Sauk County Drug Task Force Member</li> <li>Sexual Assault Response Team Member</li> <li>Narcotics Testing Instructor</li> <li>Property Officer</li> <li>Arson Investigator</li> <li>Evidence Technician</li> </ul>  |
| David Frie      | <p>Detective</p> <ul style="list-style-type: none"> <li>Child Abduction Response Team Member</li> <li>Sexual Assault Response Team Member</li> <li>Evidence Technician</li> <li>Internet Crimes Against Children Investigator</li> <li>Child Forensic Interviewer</li> <li>Arson Investigator</li> </ul>   |
| Erik Oakeson    | <p>Detective</p> <ul style="list-style-type: none"> <li>Emergency Response Team Member</li> <li>Evidence Technician</li> <li>Sauk County Drug Task Force</li> <li>Mentor</li> <li>Preliminary Breath Test Calibrator</li> <li>Field Training Officer</li> <li>Chemical Munitions Instructor</li> <li>Pulse Tactical Fitness Coach</li> </ul>   |
| Mike Pichler    | <p>School Resource Officer</p> <ul style="list-style-type: none"> <li>Emergency Response Team Leader</li> <li>ALICE Instructor</li> <li>Ballistic Shield Instructor</li> </ul>   |
| Amanda Sabol    | <p>School Resource Officer</p> <ul style="list-style-type: none"> <li>Child Forensic Interviewer</li> <li>Sexual Assault Response Team Member</li> <li>Field Training Officer</li> <li>Mentor</li> <li>Critical Incident Negotiator Team Member</li> <li>Employee Recognition Committee</li> <li>Critical Incident Stress Management Team Member</li> </ul>  |
| Nick Defiel     | <p>Patrol Officer</p> <ul style="list-style-type: none"> <li>UW-Baraboo Representative</li> <li>Bike Patrol Equipment Manager</li> </ul>   |
| Jessica Pichler | <p>Patrol Officer</p> <ul style="list-style-type: none"> <li>Families Come First Board Member</li> <li>Field Training Officer</li> <li>Sexual Assault Response Team Member</li> <li>Child Forensic Interviewer</li> <li>Employee Recognition Committee</li> <li>Sauk County CCR/SART Committee Member</li> <li>Sauk County I Team Committee Member</li> <li>Hope House/Domestic Violence Representative</li> </ul> |

|                  |   |
|------------------|---|
| Jeremy Drexler   | Patrol Officer<br>Evidence Technician<br>Cellebrite Technician  |
| Mark Creighton   | Patrol Officer<br>Canine Handler<br>Field Training Officer<br>Emergency Response Team Member<br>Drone Operator<br>Union President   |
| Trent Bentilla   | Patrol Officer<br>Field Training Officer<br>Sex Offender Compliance Officer<br>Mentor<br>Fitness Coordinator  |
| Nate Lund        | Patrol Officer<br>Emergency Vehicle Operations Instructor<br>Sexual Assault Response Team Member<br>Evidence Technician<br>Radar/Laser Instructor<br>TRACS Administrator & Instructor<br>Schedule App Administrator & Instructor<br>Mach Administrator & Instructor<br>Union Secretary/Treasurer<br>Narco Pouch Instructor<br>Glock Armorer<br>Vehicle Contact Instructor |
| Brandon Vrchota  | Patrol Officer<br>Field Training Officer  |
| Jonathan Connely | Patrol Officer<br>Field Training Officer<br>Taser Instructor<br>Mentor<br>Employee Recognition Committee<br>Preliminary Breath Test Calibrator  |
| Brian Voltz      | Patrol Officer<br>Sexual Assault Response Team Member<br>Critical Incident Negotiator Team Member<br>Field Training Officer<br>Taser Instructor<br>Officer Suicide Prevention Instructor  |
| Nick Burch       | Patrol Officer  |

|                      |  |
|----------------------|--|
| Carl Ustupski        | Patrol Officer<br>Drug Recognition Expert Instructor<br>Standardized Field Sobriety Testing Instructor<br>Active Shooter Response Instructor<br>Tracs Administrator<br>Sauk County Drug Task Force<br>Field Training Officer<br>Emergency Vehicle Operations Instructor<br>Civilian Response to Active Shooters Event Instructor<br>ARIDE Instructor<br>DITEP Instructor |
| Megan Dorner         | Patrol Officer   |
| Brendon Meyer        | Patrol Officer   |
| Ian Carroll          | Patrol Officer   |
| Jamie Wepking        | Patrol Officer   |
| Scott Smith          | Patrol Officer   |
| Gordie Ringelstetter | Community Service Officer<br>Weed Commissioner<br>Humane Officer   |
| Allison Goetz        | Community Service Officer<br>Weed Commissioner<br>Humane Officer   |
| John Statz           | Community Service Officer<br>Weed Commissioner<br>Humane Officer   |
| Linda Wiese          | Administrative Assistant   |
| Trina Cromwell       | Administrative Assistant & Property Clerk<br>Mentor  |
| Dori Helms           | Administrative Assistant   |
| Erika Ringstad       | Administrative Assistant   |

## ***Significant Events***

**February 20** Officers executed a search warrant on 1<sup>st</sup> Street. Over one pound of marijuana as well as oxycodone and paraphernalia were seized from this location. Three subjects were charged in relation to the investigation.

**March 3** Officers were dispatched to 8<sup>th</sup> Avenue for a check welfare. Reports were that the subject was going to kill someone and then kill himself. The subject barricaded himself in the residence for a period of time before being taken into custody without issue.

**March 31** Officers were dispatched to Walmart for a check welfare. Upon arrival, officers encountered a subject who became uncooperative and assaulted an officer, resulting in a minor injury. The suspect then fled the scene. The suspect was later located by another officer and resisted being taken into custody, resulting in that officer being injured as well.

**April 18** Officers executed two search warrants at a duplex on 2<sup>nd</sup> Avenue. Through the course of the warrant execution and investigation, several grams of methamphetamine were seized. Two subjects were charged in relation to the investigation.

**May 30** Officers were dispatched to a report of a subject pointing a gun at another subject. Upon arrival, officers observed subject with a firearm in his lap. Officers were able to convince the subject to put the weapon down and he was taken into custody without issue.

**July 3** Officers were dispatched to Jim's Gun Shop for the theft of two firearms. During the course of the investigation one gun was recovered in the possession of a convicted felon. Another subject was charged in the theft of the firearms.

**August 10** Officers were dispatched to the Mini Warehouse Storage units on Lynn Avenue for multiple units that were broken into. After a lengthy investigation one subject was referred to the district attorney on multiple counts of burglary and theft.

**August 18** Officers were dispatched to Baraboo Motors for the theft of a motor vehicle. Upon arrival, officers located a vehicle abandoned by the suspect that had also been stolen. After a lengthy investigation involving multiple jurisdictions, three subjects were referred to the district attorney for charges.

**September 11** Officers were dispatched to Menards for the report of a subject who had pointed a gun at another subject. In the course of the investigation one subject was arrested for endangering safety with the use of a dangerous weapon.

# Budget

## Budget Summary

The 2019 police department budget from local property taxes was approximately 3.8 million dollars. With a staff of 35 employees, labor was our highest expense. The majority of our remaining costs were for equipping, training, and otherwise supplying that labor.

### *General Operations*

|  |                    |
|--|--------------------|
| Personnel (wages, salaries, and costs) | 2,488,085          |
| Equipment, supplies, other expenses    | <u>292,813</u>     |
| Total                                  | <b>\$2,780,898</b> |

### *Detectives, School Liaison*

|  |                  |
|--|------------------|
| Personnel (wages, salaries, and costs) | 596,658          |
| Equipment, supplies, other expenses    | <u>12,900</u>    |
| Total                                  | <b>\$609,558</b> |

### *Records and Support*

|  |                  |
|--|------------------|
| Personnel (wages, salaries, and costs) | 280,574          |
| Equipment, supplies, other expenses    | <u>101,000</u>   |
| Total                                  | <b>\$381,574</b> |

### *Animal Control*

|  |                |
|--|----------------|
| Personnel (included in general operations) | 0              |
| Equipment, supplies, other expenses        | <u>2,250</u>   |
| Total                                      | <b>\$2,250</b> |

### *Capital Expenditures*

|           |                 |
|-----------|-----------------|
| Vehicles  | 30,000          |
| Equipment | <u>41,100</u>   |
| Total     | <b>\$71,100</b> |

|                            |                    |
|----------------------------|--------------------|
| <b>Total Police Budget</b> | <b>\$3,845,380</b> |
|----------------------------|--------------------|

Three officers were added in 2019 along with one community service officer due to departures and retirements. No other staffing increases necessitated by population changes are expected in the next five years.

## Grants

The police department participated in several grant programs. The traffic grant programs are targeted towards reducing operating while intoxicated as well as distracted driving.

| Type                       | Source   | Use  | Amount          |
|----------------------------|--|--|-----------------|
| Ballistic Vest             | U.S. Department of Justice                     | Matching grant for replacement body armor  | \$2,800         |
| Seatbelt Grant             | National Highway Traffic Safety Administration | Grant to increase seat belt usage          | \$2,000         |
| OWI Grant                  | National Highway Traffic Safety Administration | Grant to reduce OWI's                      | \$5,000         |
| Bar Buddies                | National Highway Traffic Safety Administration | Grant for Bar Buddies to help reduce OWI's | \$3,000         |
| <b>TOTAL GRANT REVENUE</b> |  |  | <b>\$12,800</b> |

# ***Projects and Programs***

## Long-Range Plan

Our long-range plans are based on our purpose statement. That statement identifies two essential goals:

- A. Reduce crime and the opportunity to commit crime
- B. Promote a sense of safety in our community

## 2019 strategies

The strategies used in 2019 for achieving these goals included:

- **Continue work on traffic enforcement. Maintain or improve officer-initiated traffic to reduce traffic crashes and increase driving safety.**
- **Increase parking enforcement**  
CY 2019 saw an improvement from 2018, but there needs to remain a focus on the enforcement of parking issues and issued citations. There are contributing factors, but we need to apply directed enforcement to this issue before it becomes a problem and accomplished this goal. This includes ensuring availability of machines for officers, adherence to alternate side parking issue and times of day for violations, as well as directed enforcement of parking issues that affect the city.
- **Develop Municipal Court for City of Baraboo**  
The City has used Circuit Court for all non-criminal proceedings related to violations of traffic law and City Ordinance. By developing a Municipal Court in the new building, the City can retain some of the monies paid to the County, reduce the fines levied for some violations and provide more intervention and deferred prosecution options to the City Attorney with the end goal of compliance being reached. We will be working to obtain the software from Central Square to be able to support the Clerk of Court option and train staff. Work with Attorney on developing the process for court. Have an election for Judge to fill position. Work with Clerk's office for this position. This is still in development and will be a goal for CY2020.

## 2020 Strategies

In addition to continuing the strategies implemented in 2019, we intend to adopt the following in 2020:

- **Continue work on traffic enforcement. Maintain or improve officer-initiated traffic to reduce traffic crashes and increase driving safety.**  
This includes maintaining consistent enforcement for contacts to include moving violations, traffic citations, and OWI cases. Continue work with county-wide grants for OWI and seatbelts. Patrol should identify specific enforcement opportunities with staffing to have directed patrol. Examples include crosswalk enforcement, traffic light and stop sign violations, and seatbelt use.
- **Complete hiring and promotional processes to bring department back to full staff, develop recruiting strategies for future vacancies.**  
Complete hiring process to create an eligibility list for the Police & Fire Commission to make appointments with expedited process. Work to support FTOs as they train new staff. Work to develop consistent recruiting & training for officers. Review possibility of training employment contracts to sponsor an officer through the police academy.
- **Increase parking enforcement from CY 2019**  
Ensure deployment of parking machines to have availability for officers. This may require addition of more systems or some type of paper back up. Continue adherence to alternate parking issues and times of day for violations. Continue working on downtown parking issues.
- **Implementation of new RMS software**  
Work with the county to develop the server base to support RMS access by BPD. Develop consistency for current data entry to be prepared for digital conversion to new RMS. This is inclusive of an evidence module that will read and work with current bar code system. Train key staff to become Subject Matter Experts (SME) for the system going forward. Develop training plan for all staff. Have full conversion and use of the new RMS by second quarter of 2020. This will give shared data and true CAD.



# Training

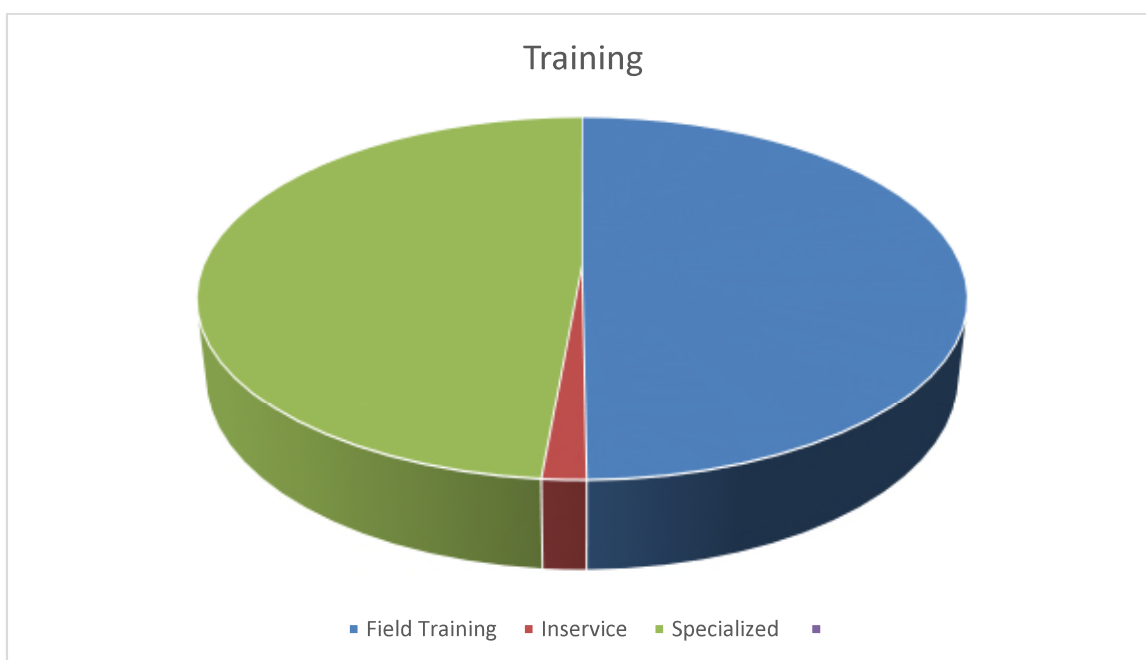
Training for police department employees in 2019 included the following:

| Type                | Function  | Hours        |
|---------------------|---|--------------|
| Field Training      | Initial training of new employees   | 1461         |
| In-Service Training | Annual county-wide training<br>Quarterly training for all employees<br>Monthly firearms training<br>Other periodic training, hours listed per officer | 40           |
| Specialized         | Training for individual employees, based on need  | 1699         |
| <b>TOTAL HOURS</b>  |   | <b>3,200</b> |

Field training is conducted by our specially trained officers. They share with new employees the knowledge and skills required to provide police services to our community. The training lasts sixteen weeks and is in addition to pre-service (Police Academy) training required by the Department of Justice Training and Standards Bureau.

In-service training sessions are held quarterly. This allows training to be offered on new concepts, laws, and equipment on a timely basis. Most of our in-service training is developed and conducted by our staff and some is provided by other trainers.

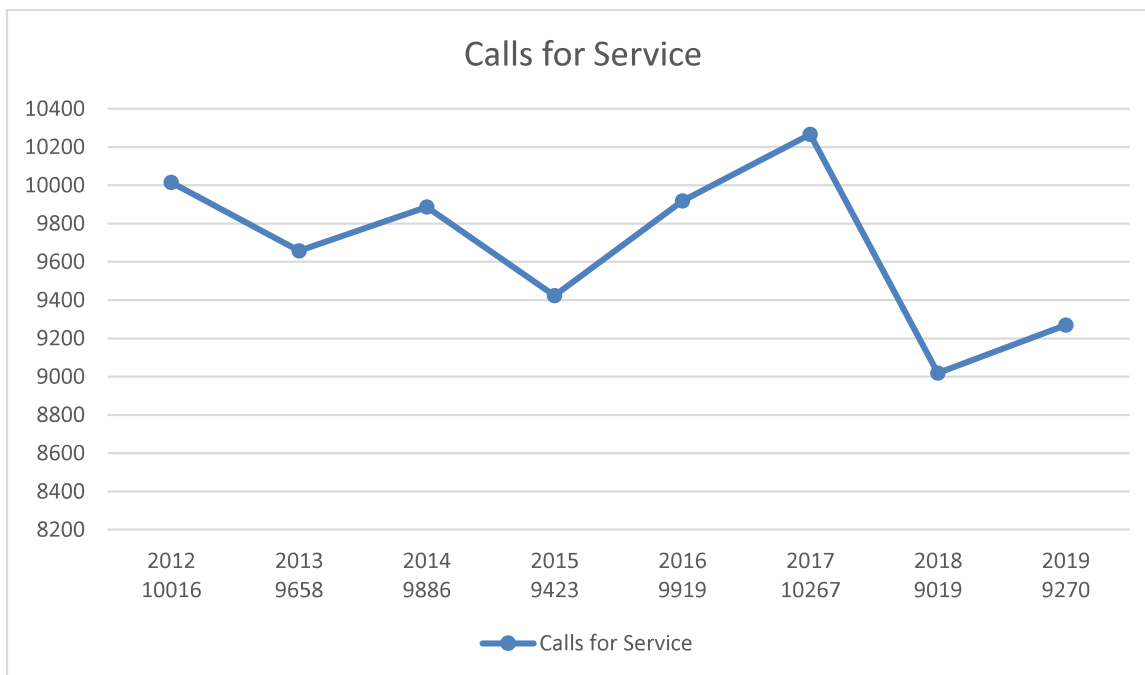
Specialized training is purchased from outside vendors. It includes general law enforcement, managements, tactical, investigative, and other training.



# Statistics

## Calls for Service

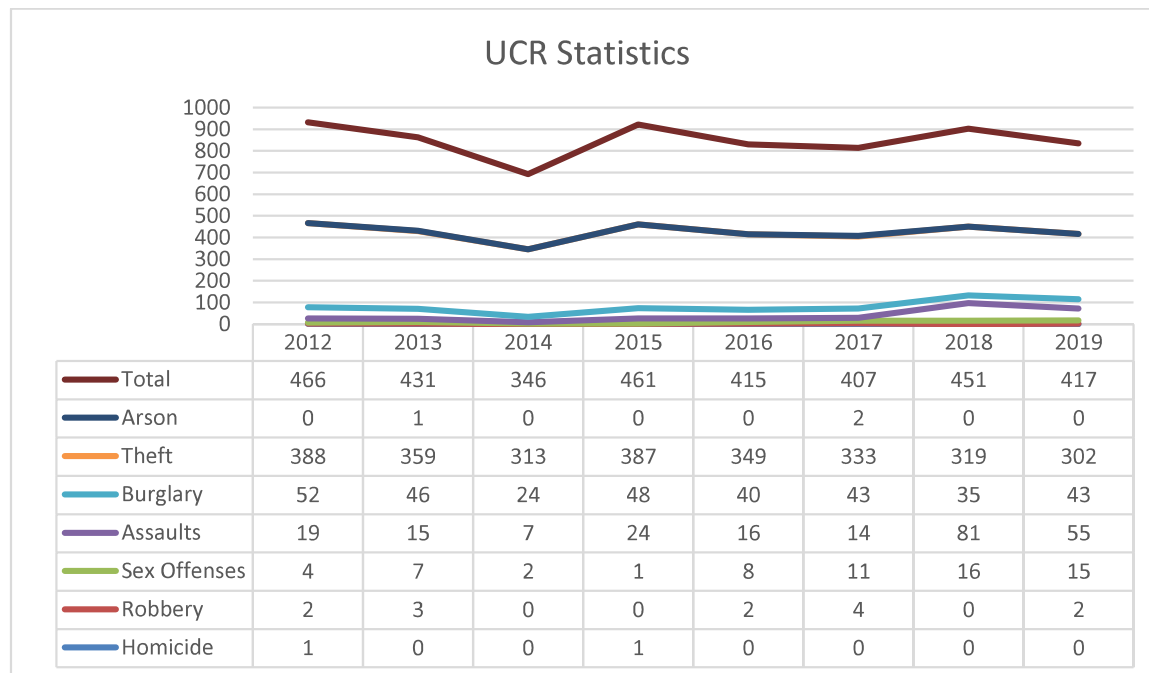
Our total calls for service reflect an aggregate number of most matters handled by our department. This includes all crime reports, arrests, citations, traffic crashes, and other calls to the police. It is used as a general measure of total “incidents” handled by the department. It does not include parking citations and it considers an event that includes multiple activities to be one incident. For example, a call to the police about a disturbance that results in several arrests is scored as one call for service. While total number of calls have fluctuated from year to year, the department has seen an overall average increase in the number of calls for service.



## Uniform Crime Reports

Uniform Crime Reports are used to measure serious crimes and are submitted to the FBI on a monthly basis. These reports track specific offenses and have been collected for these same offenses since 1929. While a reflection of serious crimes, total rates are driven by theft reports because the number of thefts vastly outnumbers all other crimes. This is true in most municipalities. In addition, the UCR data does not track other types of offenses that are dangerous and frequently occurring, such as driving while impaired and other serious traffic offenses. UCR also only collects data on the most serious offense that occurs during that call.

The rate of most serious crimes other than theft has been on a generally downward trend for more than four years. Sex offense crimes have been on a generally upward trend for the last three years.



### Persons Arrested

The number of individual criminal and ordinance violations cited by officers is reported here. In instances where a person was arrested and issued two or more notices of appearance for separate violations of law, each notice is counted individually.

|  |              |
|--|--------------|
| Disorderly conduct                       | 128          |
| Drug offenses                            | 79           |
| Truancy                                  | 296          |
| Theft                                    | 143          |
| Obstructing or resisting an officer      | 42           |
| Tobacco violations                       | 13           |
| Assault                                  | 19           |
| Curfew                                   | 16           |
| Alcohol offense                          | 36           |
| Bail jumping                             | 50           |
| Criminal damage to property              | 41           |
| Animal Violations                        | 15           |
| Trespassing                              | 25           |
| Weapons violations                       | 6            |
| Sexual assault                           | 4            |
| Prowling                                 | 1            |
| Burglary                                 | 2            |
| Recklessly Endangering Safety            | 2            |
| All other violations                     | 113          |
| <b>Total notices of court appearance</b> | <b>1,039</b> |

### Underage Alcohol Offenses

|   |           |
|---|-----------|
| Ages 17 through 20                      | 18        |
| Age 16 or under                         | 9         |
| Procuring                               | 1         |
| <b>Total Underage alcohol citations</b> | <b>28</b> |

### Traffic Citations

|  |              |
|--|--------------|
| Seatbelt violation                       | 505          |
| Speeding                                 | 241          |
| Operating while suspended                | 241          |
| Operating while intoxicated              | 172          |
| Operating after revocation-criminal      | 30           |
| Operating after revocation-forfeiture    | 116          |
| Operating with no valid license          | 85           |
| Open intoxicants in motor vehicle        | 4            |
| Hit and run violations                   | 14           |
| Failure to yield right-of-way            | 23           |
| Failure to obey sign, signal, or officer | 64           |
| Insurance violations                     | 794          |
| Ignition interlock violations            | 14           |
| Reckless driving                         | 0            |
| Knowingly fleeing an officer             | 5            |
| All other violations                     | 163          |
| <b>Total traffic citations issued</b>    | <b>2,471</b> |

### Traffic Warnings

|  |              |
|--|--------------|
| Speeding                                 | 548          |
| Lighting violations                      | 817          |
| Failure to stop for stop sign            | 85           |
| Registration Violations                  | 295          |
| Defective exhaust                        | 23           |
| Deviating from traffic lane              | 33           |
| Improper turn                            | 68           |
| Operating left of center                 | 6            |
| Failure to obey sign, signal, or officer | 43           |
| Failure to yield right of way            | 11           |
| Display of power                         | 0            |
| All other violations                     | 960          |
| <b>Total traffic warnings issued</b>     | <b>2,889</b> |

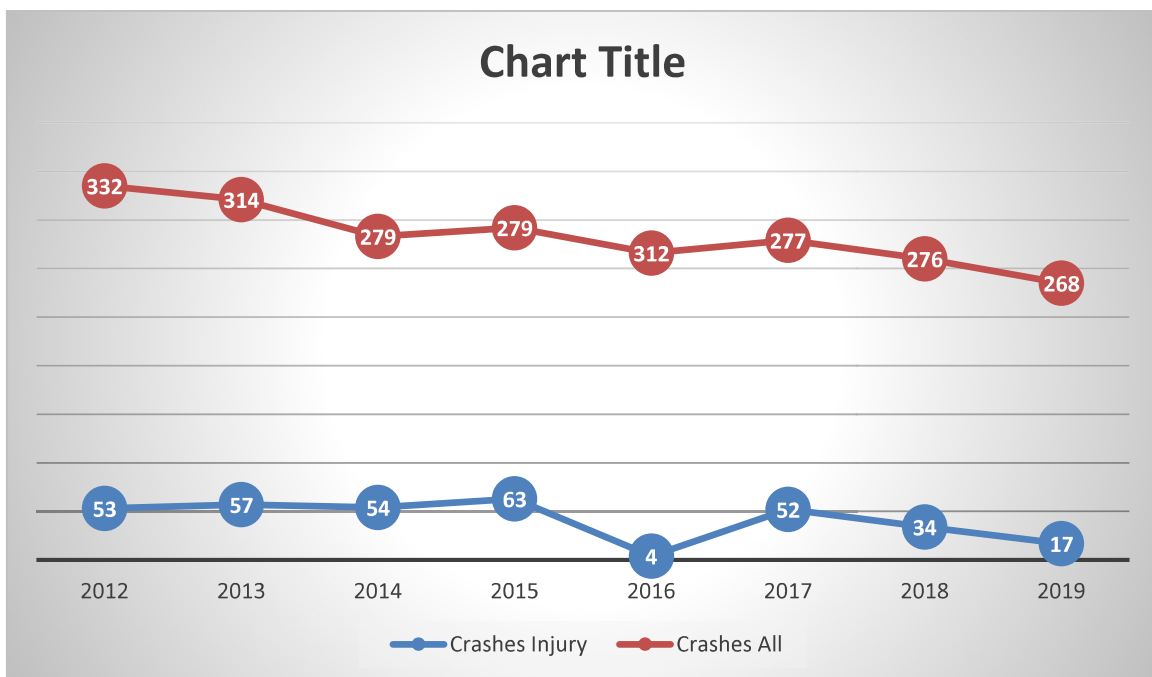
## Parking Tickets

Baraboo Police Department has been utilizing Clancy software and ticket writers since 2015. This has allowed for more efficient writing and tracking of parking tickets, as well as increased revenue as more payments are collected. Since 2015, additional ticket printers have been added to aid in the efficiency of ticket writing.

|                                     |             |
|-------------------------------------|-------------|
| <b>Total parking tickets issued</b> | <b>3210</b> |
|-------------------------------------|-------------|

## Traffic Crashes

The rate of traffic crashes has been following a generally steady trend from 2012 through 2019. The annual rate had been about 297 from 2012-2019. There has been a general downward trend in accidents from 2016-2019. The number of injury accidents decreased 6% from 2018 to 2019.



## Use of Force

We complete critical reviews of every force application whenever it is more than simply overcoming resistance. These reviews are conducted by an officer's peer who is an experienced officer and trainer in the force option used, with oversight by a Command Officer.

For example, when a patrol officer uses a Taser, the force application is evaluated by another patrol officer who is trained as a Taser instructor. It is then reviewed by the Lieutenant of Police. This helps us ensure that the reviews are valid from the eyes of a practitioner and an administrator.

Individual reviews and the annual summary are used to help identify individual and department-wide training needs, equipment shortcomings, or policy deficiencies.

The following summarizes our reportable uses of force this year. In instances where several force options were used, such as an empty-hand technique (e.g., compliance hold) and use of a Taser, the incident is reported under the higher-level option however all options are documented.

|                                |    |
|--------------------------------|----|
| Taser                          | 5  |
| Empty hand techniques          | 19 |
| Firearm                        | 12 |
| Vehicular pursuit              | 2  |
| Total reportable uses of force | 38 |

In many of these instances, an officer threatened to use force, such as pointing a Taser at a suspect, and achieved compliance without actually applying the force technique.

|                                |    |
|--------------------------------|----|
| Threatened force               | 16 |
| Applied force                  | 22 |
| Total reportable uses of force | 38 |

The nature of the calls that precipitated force applications varied widely, but the most common cases were general disturbance calls.

|                                 |    |
|---------------------------------|----|
| Disturbance                     | 15 |
| Suicidal or other mental health | 3  |
| Operating while intoxicated     | 0  |
| Warrant service                 | 4  |
| All other                       | 16 |
| Total reportable uses of force  | 38 |